

EXHIBIT D

HellerEhrman LLP

April 6, 2007

Via E-mail

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Christine Lepera
Sonnenschein Nath & Rosenthal LLP
1221 Avenue of the Americas

Re: Laureate/Teachscape

Dear Christine:

I did not intend to respond directly to the blatant misrepresentations contained in your most recent correspondence as I felt it would not further the discussions between our clients. Now that I have learned, however, that those misrepresentations have been repeated and elaborated upon directly to Marygrove, you leave us with little choice to respond irrespective of the larger context.

You repeatedly insisted that we speak on the telephone regarding this matter, despite the fact that Laureate had amply elaborated on its position in correspondence. Each time we spoke, you insisted upon cross-examining me about Laureate's contentions. Now those contentions have come back to me in a distorted and nearly unrecognizable form—apparently as the result of Teachscape communicating with Marygrove about our confidential settlement discussions.

Now that I understand that your apparent objective in conducting communications orally and in this fashion was not a good faith basis to try to resolve a litigation dispute, but instead was to provide a basis for your client to further interfere with my client's contractual arrangements, there will be no further such communications between us.

Teachscape's decision to use its lawyers to further its goal of destroying the long-term relationship between Laureate and Marygrove is reprehensible. This is particularly so as you represented throughout our conversations that you wanted to alleviate, not create further, suspicion that Teachscape was using improper and unfair tactics to interfere with Laureate's relationship with Marygrove.

By these actions, Teachscape has done nothing but substantially increased the likelihood of litigation.

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In that regard, we reiterate our original demand that Teachscape immediately produce for inspection all course-related materials, including all drafts thereof, that it intends to use in connection with its degree program offerings with Marygrove. In particular, Laureate requests that it be permitted to inspect all course materials sent to students, including without limitation course packets, articles, syllabi, texts, study guides, DVD's/videos, and course logs that will provide us access to all online courses that Teachscape has advertised in partnership with Marygrove. This should include any outlines and/or draft materials for the planned course of study in each of these four programs.

As we previously stated, Laureate is willing to enter into an appropriate confidentiality agreement concerning the foregoing whereby it would agree to use or disclose the information requested only for purposes of evaluating its claims against Teachscape and the Former Employees. Laureate is also willing to share similar information with you subject to what we must now insist be iron-clad confidentiality agreements in light of these events.

Should Teachscape continue to refuse to supply its course materials for analysis, however, Laureate is entitled to and will take such refusal as confirmation of the merits of its claims.

We look forward to a written response from you by the close of business Friday, April 13, 2007.

Sincerely yours,

Annette
Hurst

Annette L. Hurst

Digitally signed by Annette Hurst
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